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0004	Task 4 - Implementation Plan (Option)	n of the Porting			1.00	ea	\$	\$	

Solicitation	Document No.	Document Title	Page 3 of 29
	OPR03000682	LIMS Port	

#### TABLE OF CONTENTS

SECTION C	Descriptions and Specifications	4	ļ
C.1	Statement of Work	4	ļ
SECTION D	Packaging and Marking	9	)
D.1	Payment of Postage and Fees	9	)
D.2	Marking	9	)
SECTION F	Deliveries or Performance	1	0
F.1	Period of Performance		0
F.2	Notice to the House of Delays		0
F.3	Suspension and Debarment		0
F.4	Liquidated Damages		1
F.5	Payment for Non-Performance		11
	Contract Administration Data		2
G.1	Modifications		12
G.2	Invoices		12
G.3	Invoice Follow-ups		12
G.4	Performance Summary Reports		12
G.5	Contract Status and Review Meeting		13
G.6	Authorized House Representatives		13
G.0 G.7	Authorized Contractor Representative		14
G.7 G.8	Key Personnel		15
G.8 G.9	Post Award Conference		15
	Special Contract Requirements		6
H.1	Identification Badges		16
H.2			
	Prospective Employee Background Check		16
H.3	Software and Hardware Security Provisions		16
H.4	Benefits to Members of Congress		16
H.5	News Releases		16
H.6	Affirmation of Non-Disclosure		17
H.7	Data Ownership/Transfer/Access		17
	Contract Clauses		8
I.1	Authorized Changes Only by the Contracting Officer		18
I.2	Observance of Laws		18
I.3	Disputes		18
I.4	Availability of Funds		18
I.5	Release of Claims		18
I.6	Order of Precedence	1	19
SECTION J – A			
J.A	Affirmation of Non Disclosure		
J.B	Sample Staffing Plan		
J.C	Delivery Instructions		
J.D	LIMS Chart		
SECTION K	Representations, Certifications and Other Statements of Offerors	2	20
K.1	General Requirements	2	20
K.2	Financial Information		20
K.3	Company Background	2	20
K.4	Quality Information	2	20
K.5	Eligibility for Award	2	21
K.6	Period for Acceptance of Proposal	2	21
	Instructions, Conditions and Notices to Bidders		22
L.1	Content of Proposals	2	22
L.2	Submissions	2	25
L.3	Acknowledgement of Amendments to Solicitations	2	26
L.4	Restriction on Disclosure and Use of Data		26
SECTION M -	- Evaluation Factors for Award		28
M.1	Evaluation Factors for Award		28
M.2	Contract Award		29

Solicitation Document No.		Document Title	Page 4 of 29
	OPR03000682	LIMS Port	

#### SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

#### C.1 STATEMENT OF WORK

The Legislative Information Management System (LIMS) is the legislative tracking system for the U.S. House of Representatives. The U.S. House of Representatives requires Contractor management analysis and technical services in four (4) task areas encompassing the final stage requirements of the LIMS Replacement Project as follows:

- . Task 1 Detailed Analysis of Alternative Solutions (UNIX (HP-UX) vs. WINDOWS 200X).
- . Task 2 Proof of Concept Demonstration of the Selected Solution.
- . Task 3 Detailed Porting and Implementation Plan of Selected Alternative (Option).
- . Task 4 Implementation of the Porting Plan (Option).

All work (including reviews, evaluations, analyses, and prototypes) must be guided by established Federal standards or private industry standards. The methodology must use a risk-oriented approach and must ensure that the recommendations meet the needs and the standards of the House in the most efficient, effective, and economical manner. The contractor must document which standards and methodologies they will use during this contract within their proposal. All written work products shall utilize proper business grammar and formatting techniques.

For purposes of this Statement of Work and the work of this contract, the term "port" means the replatforming of application software and data from one operating system to another, where the code and databases are substantially maintained intact. Changes to components should be restricted to instances where they are necessary due to the differing operating environments. In addition, for purposes of this RFP, we have stated the current Congress as the 108<sup>th</sup>. Since the port may occur in the 109<sup>th</sup>, the bidders should assume that the port will be for the current and previous Congress at the start of Task 4. Where this document states Windows 200X, the Contractor should assume Windows 2003 or later.

In summary, Task 1 consists of a detailed alternatives analysis effort that includes the Contractor:

- . Reviewing documentation prepared during the LIMS Requirements Analysis and Technical Recommendation stage (a previously completed stage of the project),
- . Reviewing the source code, the database, and JCL for the entire system, and
- . Creating a detailed analysis report that compares UNIX (HP-UX) and Windows 200X as operating systems/environments for the LIMS application with the Natural code and ADABAS tables ported from the original system.

Task 2 consists of the Contractor performing a proof of concept by porting the Bill Briefs component of LIMS to an UNIX (HP-UX) platform or Windows 200X based platform. The House's decision of which platform will be based on the analysis performed in Task 1. The Bill Briefs component consists of approximately 308 modules and approximately 53,845 lines of source code and associated JCL.

All subsequent tasks are designated as options to be exercised at the discretion of the House after acceptance of the preceding task.

During Task 3, the Contractor will provide a detailed porting and implementation plan for the porting of the entire LIMS system from the mainframe to the selected alternative platform. This plan will need to include the planning for the remaining system life cycle activities (porting, quality assurance and testing, implementation, user acceptance, and sustainment). The plan must include but will not be limited to the following:

- The plan must describe in detail how the system will be ported. It must address whether the system will be ported module by module, bridged to the mainframe, etc. It must also describe how all of the JCL, source code, and database tables will be ported, converted, or rewritten. It must address in detail both automated and manual porting approaches. Since the COBOL and Assembler code must be replaced, the plan must specifically address the source code in these languages.
- The plan must include a Quality Assurance and Testing plan for the Contractor's work and define how the final ported system will be verified by the Contractor to ensure the system maintains the same (or better) functionality as the mainframe system.
- . The plan must provide a complete implementation plan including a complete timeline and detailed Work Breakdown Schedule (WBS) including key milestones.

Solicitation	Document No.	Document Title	Page 5 of 29
	OPR03000682	LIMS Port	

- The plan must make provisions for user acceptance including detailed acceptance criteria and testing procedures to be conducted by end users. The plan must define whether parallel data entry or other methods requiring extensive end user input will be required. The plan must also detail any additional training and documentation necessary for end users that the Contractor will provide in Task 4. At a minimum, acceptance criteria must include successful automated comparison of all publications, reports, and output files within LIMS on both the mainframe and the ported systems. User interface acceptance criteria must minimally include all data on the current user interface screens within LIMS.
- . Several non-LIMS systems and LIMS maintain interfaces with one another including the Clerk's website, Government Printing Office, the Senate, and the Library of Congress. The acceptance criteria must include tests to confirm that the data exchanged remains the same as in the current system.
- The plan must specify the length of time necessary to transfer the required knowledge to House technical personnel to enable them to fully support the system after the completion of Task 4.
- The plan must include a configuration management plan including documented procedures to track changes to software and the implementation of those changes.

Task 4 will be the implementation of the entire porting plan as created and approved in Task 3 and the Contractor will accept responsibility for the completion of the port. Beyond the implementation, the Contractor must provide a warranty period assuring support for twelve (12) months in order to handle contractor errors related to the port that may arise. The Contractor shall provide an hourly rate for any non-port related support issues.

#### 3.1 Task 1: Detailed Analysis of Alternative Solutions (UNIX (HP-UX) vs. Windows 200X).

#### 3.1.1: Review of existing LIMS documentation and associated code/databases/JCL.

The Contractor shall become familiar with LIMS by reviewing the documentation prepared thus far in the LIMS Replacement Project (the original name of the project), the source code, databases, and JCL of the system.

The following documentation will be made available (electronically) to the Contractor for their review:

- . LIMS Functional Requirements
- . LIMS Technical Requirements
- . Results of the LIMS Code Evaluation
- . All LIMS source code (including JCL) and databases that will be ported
- . HISPOLS (available on the Clerk's solicitation website)

Because processing of LIMS data is needed from one Congress to another, LIMS must be completely functional for two (2) Congresses at all times. The source code and associated JCL modules required for LIMS to be fully functional for the current Congress and the preceding Congress will be ported in this effort. The majority of the source code and JCL modules are the same from one Congress to another. However, there are some changes between Congresses. The source code and JCL modules requiring changes to enable functionality with the previous Congress and all current Congress source code and JCL modules must be included in the port.

There are approximately 3,700 current Congress source code and JCL modules containing approximately 656,000 lines of code. In addition to the current Congress, there are 308 source code and JCL modules containing 2,938 lines of code required to be modified to enable functionality of the previous Congress.

All data from the 100<sup>th</sup> Congress through the current Congress will be ported. Each Congress is similar in size. The number of records differs from Congress to Congress.

The number of ADABAS files and records for each Congress to be ported in this effort are as follows:

Congress	Number of Tables	Number of Records
100 <sup>th</sup>	36	2,195,525
101 <sup>st</sup>	40	1,099,894
102 <sup>nd</sup>	37	1,652,885
103 <sup>rd</sup>	41	1,467,396
104 <sup>th</sup>	43	1,340,083

Solicitation	Document No. OPR03000682	Document Title LIMS Port	Page 6 of 29
105 <sup>th</sup>	45	1,662,623	
106 <sup>th</sup>	46	1,733,429	
$107^{\mathrm{th}}$	46	1,872,105	
$108^{\mathrm{th}}$	46	1,669,436	

#### 3.1,2: Comparison of Technical Environment, UNIX (HP-UX) vs. WINDOWS 200X based.

As a deliverable of Task 1, the Contractor shall provide a report providing a description of the technical environment for both alternative platforms. The report shall provide information in all of the following areas and be written in such a way that the two alternatives can be easily compared. The report shall provide detailed information in at least the following areas for each alternative:

- . Processing Environment: describe the operating system, version, and utilities required to support the alternative.
- . Server Environment: describe the server environment, including CPUs, disk, memory requirements and any other storage media for the alternative.
- Output Devices: identify the primary output devices, such as printers, tapes, and optical media required to support the alternative.
- . Communications Protocols, Connectivity, and Hardware Placement: identify the communications protocols, connectivity, and hardware placement required to support the alternative.
- . Commercial Off-the-Shelf (COTS) Software: identify any COTS software or tools that would need to be licensed to support the alternative.
- . Database: identify the ADABAS version needed to support the alternative.
- . Programming Languages: identify Natural language version and any other languages and versions as needed.
- . Security: describe the security aspects of the alternative.
- . Job Entry: describe the means for executing the job entry for the alternative including what will be used to replace existing JCL batch operations.
- . Key User Interface Issues: identify and describe user interfaces that could be implemented with the alternative (web-based, 3270 emulation, or other) and what issues are involved with each.
- . Anticipated Technical Obstacles: describe any technical difficulties that might be encountered and what possible solutions or safeguards could be used to solve or mitigate such difficulties.

#### 3.1.3: Detailed Business Case Analysis of Alternative Solutions (UNIX (HP-UX) vs. Windows 200X).

In addition to the report described in 3.1.2, the Contractor will develop and provide an additional report that contains a comprehensive, detailed business case analysis of a UNIX (HP-UX) server based solution vs. a Windows 200X server based solution in relation to the porting of LIMS. This analysis will include at least the following for both alternative platforms:

- Detailed long term cost-benefit analysis (to include both quantifiable and non-quantifiable analysis of costs and benefits)
- . Detailed assumptions and constraints
- . Detailed risk assessment, including vulnerabilities of support and sustainment
- . Implementation timeline
- . Level of difficulty to implement with supporting detail
- . Level of difficulty to maintain with supporting detail
- . Pros and cons for both platforms

#### 3.2 Task 2: Proof of Concept Demonstration.

For this task, after the House has decided which alternative best meets its needs, the Contractor will:

- . Prepare a Proof of Concept plan for the selected platform
- . Present the plan to the House for approval.
- . Upon House approval of the plan, implement the proof of concept demonstration.
- . Cooperate with House personnel while they test and evaluate the proof of concept demonstration.
- Prepare and deliver a report documenting the results of the proof of concept demonstration to include evaluation criteria, time, costs, problems, and any other pertinent conclusions or findings that may have an overall impact on the total porting effort.

Solicitation	Document No.	Document Title	Page 7 of 29
	OPR03000682	LIMS Port	

#### 3.2.1: Proof of Concept Plan.

The Contractor will prepare a proof of concept plan for a porting solution based on the alternative selected by the House. The plan must include: methodology, subtask identification, estimated resource needs of House personnel, hardware configuration requirements, software requirements, documented testing plans, and estimated timelines.

#### 3.2.2: Proof of Concept Demonstration.

The Contractor must provide the proof of concept demonstration of the Bill Briefs component of LIMS based on the hardware platform alternative selected by the House, in which the server(s) will run under either UNIX (HP-UX) or Windows 200X. The Contractor must also provide written basic user documentation and instructions in order to demonstrate the proof of concept.

The Contractor will also need to provide all server equipment and software and all client software for the demonstration. The client software will need to reside on House staff PCs that have a Pentium 4 CPU 2.00 GHz processor with 504 MB of RAM. The House uses and anticipates continuing to use Windows XP Professional-based PCs through September 2005. The proof of concept does not need to use actual data from the legacy system or be bridged to the mainframe system.

In addition, the Contractor must prepare and deliver a report documenting the results of the proof of concept demonstration to include evaluation criteria, time, costs, problems, and any other pertinent conclusions or findings that may have an overall impact on the total porting effort.

The House will consider a proof of concept demonstration successful only if:

- . All mandatory functional and technical requirements as specified in the LIMS Functional and Technical Requirements documents including technical specifications are met.
- . The solution is capable of meeting optional requirements as defined in the LIMS Functional and Technical Requirements documents.
- . The solution meets all printing requirements of the component.
- Natural is the only programming language used wherever it is used in the current system. COBOL and Assembler must be eliminated. If there are functions that cannot be created with Natural or the system would highly benefit by these functions being written in another language, other approaches can be discussed with the House. Obviously, job control language will need to be replaced by native equivalent approaches.
- Any interface used to transmit or receive data from the other agencies or departments preserves the integrity of the data. The format and data content must be verified accordingly.
- . It provides a user interface (web-based, 3270 emulation, or other) which is functionally equivalent to the current interface.

#### 3.3: Task 3: Detailed Porting and Implementation Plan of Selected Alternative. (Option)

Upon written notification from the Contracting Officer, the Contractor will proceed with Task 3. Based on the House's selection of a target alternate platform for the complete system port, the Contractor will prepare and deliver a plan for the porting and implementation of LIMS to the selected alternative platform. The plan will address issues associated with phasing out of the legacy LIMS from the mainframe and moving to the new platform. The plan will address hardware, software, and associated procedures necessary to complete the port. The Contractor will prepare a draft porting and implementation plan and deliver it to the House for approval. House personnel will review the draft porting and implementation plan, and either approve the plan or recommend changes. If the House recommends changes, the House and the Contractor will work together until a final porting and implementation plan meets the needs of the House.

The plan will include, at a minimum, individual sections on the following categories:

- . **Detailed Technical Architecture:** defines the technical architecture needed to support the ported solution.
- Performance Standards (Quality Control Program): presents the performance standards for the LIMS components and identifies testing and validation criteria and procedures.
- Software Development Standards: presents system development and technical documentation standards for all new sub-components that need to be created or existing software components that need to be modified.
- Security Plan: presents the assessment of the compliance of the ported solution to the House's security program policies and procedures and describes the steps that should be performed to ensure effective security. The Security requirements involve protection of the data, source code, audit logs, etc. and interfaces with other organizations.

Solicitation	Document No.	Document Title	Page 8 of 29
	OPR03000682	LIMS Port	

- . **Business Continuity and Contingency Needs:** involves identifying the recommended software licenses and associated hardware that would be required for continued operation on and off site. This section will also identify backup and recovery procedures.
- . **Human Resources/Training Plan:** addresses the skill sets needed to support LIMS in its new environment, user documentation, and instructions.
- . **Management and Control Methodology:** addresses the requirements to effectively monitor the implementation and performance of the ported solution.
- . **Implementation Timeline and Methodology:** describes the tasks and timeframes necessary to port LIMS to the new platform. This section will describe methodologies such as whether LIMS components will be ported one by one or whether all components will be completed simultaneously. If it is necessary to transfer data from newly developed components to the mainframe system, the methodology must be explained here.

#### 3.4 Task 4: Implementation of the Porting Plan. (Option)

Based upon the House's selection of a target alternate platform for the complete system port (UNIX (HP-UX) or Windows 200X server based) and upon written notification from the Contracting Officer, the Contractor will proceed with Task 4 and implement the porting of LIMS. The Contractor will furnish all server hardware and software and all client software. The House will take ownership of all hardware and software at the completion of the implementation. At that point, the Contractor will pass all remaining warranties to the House.

Solicitation	Document No.	Document Title	Page 9 of 29
	OPR03000682	LIMS Port	

#### SECTION D -- PACKAGING AND MARKING

#### D.1 HC.4.002 PAYMENT OF POSTAGE AND FEES

MAY 2001

All postage and fees related to submitting information, including forms, reports, etc., to the House of Representatives shall be paid by the Contractor.

D.2 HC.4.004 MARKING

**AUGUST 2002** 

All information submitted, including forms, reports, etc. to the Contracting Officer or Contracting Officer's Representative, or as specified in the contract, shall clearly indicate the contract number and task order number for which the information is being submitted.

Solicitation Document No.		Document Title	Page 10 of 29
	OPR03000682	LIMS Port	

#### SECTION F -- DELIVERIES OR PERFORMANCE

#### F.1 HC.6.001 PERIOD OF PERFORMANCE

**MAY 2001** 

The contract period of performance shall be determined at the time of award based on the Contractor's proposal, with options for a detailed porting plan of selected alternative and implementation of the porting plan.

#### F.2 HC.6.005 NOTICE TO THE HOUSE OF DELAYS

MAY 2001

In the event the Contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the contract, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the customer and the COR by telephone and follow-up in writing to the COR, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the House of any delivery schedule or date, or any rights or remedies provided under this contract.

#### F.3 HC.6.007 SUSPENSION AND DEBARMENT

**MAY 2001** 

- a. Suspension of a Contractor temporarily disqualifies that Contractor from contracting with the House as a prime and/or House approved subcontractor, in full or in part. The Contracting Officer initiates suspensions.
- (1) When the Contractor and any specifically named affiliates are suspended, the Contracting Officer shall advise the firm immediately by certified mail, return receipt requested:
- (a) That the firm has been suspended and that the suspension is based on an indictment or other adequate evidence that the Contractor has committed irregularities (i) of a serious nature in business dealings with the House or (ii) seriously reflecting on the propriety of further House dealings with the contractor. Any such irregularities shall be described in terms sufficient to place the Contractor on notice without disclosing the House's evidence;
- (b) That the suspension is for a temporary period pending the completion of an investigation and such legal proceedings as may ensue;
- (c) Of the cause(s) relied upon for imposing suspension;
- (d) Of the extent and effect of the suspension; and
- (e) That, within 30 days after receipt of the notice of suspension, the Contractor or its representative may submit, in writing or in person, information and argument in opposition to the suspension, including any additional specific information that raises a genuine dispute over the material facts.
- (2) Suspension shall be for a temporary period pending the completion of investigation and any ensuing legal proceedings, unless sooner terminated by the suspending official or as provided in this subsection.
- (3) If the investigation is not concluded or legal proceedings are not initiated within 12 months after the date of the suspension notice, the suspension shall be terminated.
- b. Debarment refers to action by the CO to exclude a Contractor from future House awards and House-approved subcontracting, in full or in part, for a reasonable, specified period.
- (1) Upon conclusion of the investigation resulting from a suspension, if the Contracting Officer should determine that debarment is in order, he or she shall prepare a report on the investigation along with such recommendations regarding debarment, for submission to the CHA.

Solicitation	Document No.	Document Title	Page 11 of 29
	OPR03000682	LIMS Port	

- (2) A notice of proposed debarment shall be issued by the Contracting Officer advising the Contractor and any specifically named affiliates, by certified mail, return receipt requested:
- (a) That debarment is being considered;
- (b) Of the reasons for the proposed debarment in terms sufficient to put the Contractor on notice of the conduct or transaction(s) upon which it is based;
- (c) Of the cause(s) relied upon for proposing debarment;
- (d) Within 30 days after receipt of the notice, the Contractor or its representative may submit to the Contracting Officer, in writing through the COR or in person, information and argument in opposition to the proposed debarment, including any additional specific information that raises a genuine dispute over the material facts;
- (e) Of the effect of the issuance of the notice of proposed debarment; and
- (f) Of the potential effect of an actual debarment.
- c. In the event that the CO makes a determination to impose debarment, the Contracting Officer shall give the Contractor and any affiliates involved prompt notice by certified mail, return receipt requested:
- (a) Referring to the notice of proposed debarment;
- (b) Specifying the reasons for debarment;
- (c) Stating the period of debarment, including effective dates; and
- (d) Advising that the debarment is effective throughout the House, unless the CO determines that limited business dealings between the House and the Contractor are justified.
- d. The decision of the CHA on the merits of a debarment shall be final. A decision may be appealed by the Contractor, in writing, within 10 days of receipt of notification of the decision, to the Committee on House Administration, only in the event that the CO failed to follow the procedures established herein.

#### F.4 HC.6.008 LIQUIDATED DAMAGES

**MAY 2001** 

If the Contractor fails to perform the services specified in this contract, or any extension, the House may terminate this contract under the Termination clause of the contract. The Contractor shall be liable for fixed, agreed and liquidated damages as provided in Section F "Payment for Non-performance", accruing until the time the House may reasonably obtain delivery or performance of similar services.

The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without fault or negligence of the Contractor.

#### F.5 HC.6.009 PAYMENT FOR NON-PERFORMANCE

SEPTEMBER 2001

In the event that the Contractor fails to perform as stipulated in the statement of work, and such failure is not for a reason beyond the control of the Contractor, the House may charge 1% of the total contract cost per day and may obtain performance from another source and charge and collect all costs plus a 15% administrative fee from the Contractor.

Solicitation	Document No.	Document Title	Page 12 of 29
	OPR03000682	LIMS Port	

#### SECTION G -- CONTRACT ADMINISTRATION DATA

#### G.1 HC.7.002 MODIFICATIONS

**MARCH 2001** 

Administrative changes, e.g. address corrections, are approved by the CO and all other changes, modifications, additions or deletions, which change the scope of this contract, must be prepared in writing as formal modifications signed by both parties.

#### G.2 HC.7.003 INVOICES

MAY 2001

The Debt Collection Improvement Act of 1996 requires that federal agencies pay recipients by electronic funds transfer (EFT). EFT is an improved, convenient, and secure method of payment. If you have not already provided the House your financial institution routing and account numbers, to obtain an automated clearing house (ACH) enrollment form please call the EFT help line at 202-226-2277.

A summary invoice shall be submitted to: Mr. Bob Maddox, and will include the following information at a minimum:

- a. Contract number, task or purchase order number, and service time period;
- b. Member, committee, or other House office name and location;

The House does not pay federal, state or local taxes unless mandated by law.

#### G.3 HC.7.004 INVOICE FOLLOW-UPS

MAY 2001

All follow-up invoices shall be marked "Duplicate of Original" on all pages. Contractor questions regarding payment information or check identification should be directed to the COR for follow-up with appropriate financial personnel.

#### G.4 HC.7.005 PERFORMANCE SUMMARY REPORTS

MAY 2001

All written products shall be submitted in draft to the COR for evaluation and approval. After review of draft products, the COR may direct the Contractor to revise the reports to ensure clarity, technical accuracy, or adherence to reporting guidelines. The Contractor shall consider such corrective action as part of the scope of the award, not a contract modification or additional work. All written products are required to be provided in hard copy and in Microsoft Word electronic format. The versions of Microsoft Word and Microsoft Project used during the performance of this project will be compatible with the versions installed at the House at the time of execution of this task. Other products, such as spreadsheets and diagrams, used in the draft reports or other documents must be Microsoft compatible or easily converted without the need for additional editing or reformatting requirements.

All deliverables and work papers produced during this effort will become the property of the House of Representatives.

#### **G.4.1 House Review of Deliverables**

For all deliverables, an outline of the proposed draft reports and the associated finding sheets, if applicable, are due to the COR promptly upon completion of the task/subtask and prior to the delivery of the draft report. The House will perform a review of draft report deliverables and provide written comment to the Contractor for action within 30 business days. House acceptance or rejection of final report deliverables will be provided to the Contractor within 15 business days. All copies of draft and final reports shall be in Microsoft Word electronic format and shall be made available to the House upon request.

#### **G.4.2** Work Papers and Confidentiality

Solicitation	Document No.	Document Title	Page 13 of 29
	OPR03000682	LIMS Port	

During the course of evaluation, work papers and supporting documents shall be made available for review by the COR upon three days advance notice. Based upon the COR's review of these documents, the COR may direct the Contractor to perform corrective or additional procedures. The Contractor shall consider such corrective or additional procedures as part of the scope of the contract, and not as a contract modification or additional work.

All work performed during this effort will be kept confidential and may be released to outside parties only with the express, written permission of the Contracting Officer. All work papers and supporting documents prepared under the contract are the property of the House. All work papers and supporting documents must be delivered to the COR within five business days after final draft report issuance. These documents may be made available to future House Contractors for background and/or follow-up purposes. In addition, the Contractor must also destroy any documents or electronic files obtained or developed under this effort not delivered as part of the work papers and supporting documents to the House.

#### G.5 HC.7.006 CONTRACT STATUS AND REVIEW MEETING

MAY 2001

The House COR and authorized Contractor Representative(s) shall meet as agreed in the Contract Administration Plan (CAP). Meeting changes require mutual consent as established in the CAP. The purpose of the meeting is to review the status reports, performance results, current/outstanding issues, and provide to the contractor any House-related informational materials. The goal is to keep track of performance, head-off any potential problems, resolve issues, and maintain a smooth operating contract.

#### G.6 HC.7.007 AUTHORIZED HOUSE REPRESENTATIVES

MAY 2001

a. Contracting Officer (CO):

Jeff Trandahl, Office of the Clerk Room H-154, The Capitol, U.S. House of Representatives Washington, DC 20515

Telephone: (202) 225-7000 Fax: (202) 225-1776

The Contracting Officer has the overall responsibility for the award and administration of this contract. The Contracting Officer alone, without delegation, is authorized to take actions on behalf of the House to amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details, and/or delivery schedules. However, the Contracting Officer may delegate certain other responsibilities to authorized representatives.

Additional responsibilities of the CO are as follows:

- · Reviewing the COR's reports and indicating acceptance or rejection. If rejected, the CO will note the reason for the rejection and recommend any changes that will bring the report into acceptance. The CO will forward these reports back to the COR.
- · The CO is required to approve all contract modifications, including cost changes.
- b. Contracting Officer's Representative (COR):

Bob Maddox, Office of the Clerk Room 2401, RHOB, U.S. House of Representatives Washington, DC 20515

Telephone: (202) 225-1182 Fax: (202) 225-6826

The COR, appointed by the Contracting Officer, is designated to assist in the discharge of the Contracting Officer's responsibilities when the CO is unable to be directly in touch with the contract work. The responsibilities of the COR include, but are not limited to: determining the adequacy of performance and/or the timeliness of delivery by the Contractor in accordance with the terms and conditions of this contract; acting as the Contracting Officer's Representative in charge of work at the site; ensuring compliance with

Solicitation	Document No.	Document Title	Page 14 of 29
	OPR03000682	LIMS Port	

the contract requirements insofar as the work is concerned; advising the Contracting Officer and Contract Administrator of any factors which may cause delays in delivery and/or performance of the work; reviewing and approving Contractor invoices and conducting or witnessing the conduct of any inspections and/or tests that may be required by the contract. The COR does not have the authority to make any changes to the terms, conditions, requirements, or pricing of the contract or direct the Contractor to perform services outside of the scope of the contract.

Additional responsibilities of the COR are as follows:

- · Reviews and approves the status reports from, and performance reports on, the Contractor.
- · Processing of Contractor invoices.
- · Submission of a monthly summary report to the CO The COR will prepare a monthly summary report to be provided to the CO during the first week of each month. The monthly summary report, based on the Contractor's status reports, performance reports, and a synopsis of the monthly meetings will include: a summary of work performed/in-process/completed to date (including major accomplishments and/or anticipated delays), performance measurements, outstanding and/or potential issues, and the status of any plan to cure a performance discrepancy.
- $\cdot$  Establishing and adhering to, at a minimum, monthly status/progress meetings with the Contractor and designated House staff. Maintaining minutes of those meetings.
- · Providing the CA with all contract related documents (e.g. signed invoices, reports) for the official contract file.
- c. Contract Administrator (CA):

V'Anne Tugbang, Office of the Clerk Room H-154, The Capitol, U.S. House of Representatives Washington, DC 20515 Telephone: (202) 225-7000 Fax: (202) 225-5888

The Contract Administrator prepares and issues all modifications to the contract, maintains the contract file with all reports, contractual nomenclature, and approved invoices, and responds to contractual inquiries or concerns from the COR or Contractor on behalf of the CO.

The CA is also responsible for:

- · Ensuring all required documents are in the contract file.
- · Attending status meetings on behalf of the CO.
- · Reviewing invoices and written reports.

G 7	HC.7.008	AUTHORIZED CONTRACTOR REPRESENTATIVE	MAY 2001
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The Contractor shall identify the Authorized Contractor Representate personnel) listed in clause G-008. Provide name, title, company name	

Solicitation	Document No.	Document Title	Page 15 of 29
	OPR03000682	LIMS Port	

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The ACR shall provide weekly and monthly status reports to the COR. The monthly status report must be provided to the COR within 5 business days after the start of a new month. All status reports, schedules, and invoices must be approved by the COR in accordance with the terms and conditions of the contract.

The ACR shall furnish written notice of any delay or potential situation that may cause delay in their capability to meet the delivery and/or performance schedule set forth in this contract. Such notice may be provided verbally to the COR and Contracting Officer, then followed-up in writing within 48 hours after the verbal notice. The notification shall fully describe the cause for delay, the expected date of delivery and/or performance, and any remedies the Contractor proposes to mitigate the delay. This notification does not relieve the Contractor of its obligation to meet the delivery and/or performance requirements of this contract nor should this notification be construed as a waiver by the House of any delivery schedule or date, performance requirements, or any rights or remedies provided under this contract.

#### G.8 HC.7.009 KEY PERSONNEL

MAY 2001

The Contractor shall assign key personnel by name and title. The Contractor represents that the following individual(s) are key personnel who will provide the services to the House in connection with this contract. At a minimum, the Contractor shall designate a program manager as key personnel.

For each person please provide the following information: individual's name, title, telephone number, and e-mail address.

The Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment or requested by the CO. Contractor personnel assigned to this contract as Key Personnel are subject to approval of the CO. The Contractor must notify the Contracting Officer (CO) of changes to the key personnel 30 calendar days prior to removal from the contract. Replacement personnel must be accepted in writing by the CO. The CO may require substitution of key personnel from Contractor, and may require additional personnel to be added to the project. Proposed substitutes to key personnel must have qualifications equal to or better than those approved at the pre-award stage and be accepted, in writing, by the CO. The CO will notify the Contractor after receipt of all required information (including resumes of substitutes) of the decision on substitutions within 10 business days.

#### G.9 HC.7.010 POST AWARD CONFERENCE

MAY 2001

A post award conference will be held with the Contractor to review contract administration issues that are contained in Section G.

Solicitation	Document No.	Document Title	Page 16 of 29
	OPR03000682	LIMS Port	

## SECTION H -- SPECIAL CONTRACT REQUIREMENTS

#### H.1 HC.8.002 IDENTIFICATION BADGES

MAY 2001

The Contractor shall see that each new employee has a House identification/access pass issued by the House Sergeant at Arms before the employee enters on duty, if unescorted access is required outside of normal public building visiting hours. Public building visitor hours are Monday to Friday 7am to 7pm, and Saturday 7am to 1pm. House identification badges will not be issued to a Contractor employee unless the Capitol Police forms for a background check are submitted in accordance with clause HC.8.003 of this contract. House procedures will be followed with regard to contract employees.

#### H 2 HC 8 003 PROSPECTIVE EMPLOYEE BACKGROUND CHECK

MAY 2001

- a. The U.S. Capitol Police will screen all Contractor employees working on this contract who have access to House facilities or information in the performance of contract work. The COR will provide the contractor with Capitol Police forms (CP-491 or equal) to be filled out and returned for each employee the Contractor will have working on the contract. Forms for each employee working on this contract shall be submitted prior to the commencement of work.
- b. The employee shall be fingerprinted by the Capitol Police and a check made of criminal history records. If the Capitol Police, after having processed the forms, determine at any time that the employee is unsuitable or unfit for assigned duties, they will notify the COR. The COR will then direct the contractor to immediately remove that employee from any work under this contract.
- c. All Contractor employees working on this contract with access to House facilities or information are required to be cleared by the Capitol Police every three years.

#### H.3 HC.8.004 SOFTWARE AND HARDWARE SECURITY PROVISIONS MAY 2001

All Contractor software, hardware, and personnel that interface with House offices, including Leadership, Member, Committee, Officer and subordinate offices such as House Information Resources (HIR), are subject to the rules, regulations, and sanctions as outlined in: HISPOL 002.0 - United States House of Representatives General Information Security Guidelines for Protecting Systems from Unauthorized Use, HISPOL 003.0 - United States House of Representatives Internet/Intranet Security Policy, HISPOL 004.0 - U.S. House of Representatives Security Policy for Information System-Related Security Incidents, and HISPOL 005.0 - United States House of Representatives Security Policy for Vendor Remote Access to the House Network. All system servers must receive security certification from the HIR Information Systems Security Office prior to implementation on the US House network. This certification will follow successful completion of a system security compliance audit and will be signed by the HIR Information Systems Security Office. A copy of the HISPOLs are located on the House intranet page for those vendors who have access to the House backbone at: onlinecao.house.gov/hir-security or by hard copy by calling the security office at 202-226-4988.

#### H.4 HC.8.005 BENEFITS TO MEMBERS OF CONGRESS

MAY 2001

No Member, Delegate, Resident Commissioner, Officer of the House or Procurement Officer shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

#### H.5 HC.8.006 NEWS RELEASES

MAY 2001

No news releases, press conferences or advertisements pertaining to this contract will be made without prior written approval of the CO.

Solicitation	Document No.	Document Title	Page 17 of 29
	OPR03000682	LIMS Port	

#### H.6 HC.8.007 AFFIRMATION OF NON-DISCLOSURE

**MAY 2001** 

Due to the sensitive and confidential nature of information that the Contractor may come in contact with during the performance of work at the House, the Contractor and all personnel associated with this contract shall sign an "Affirmation of Non-Disclosure" (Appendix I in Section J) prior to commencing work. The Affirmation of Non-Disclosure states in part that the individual signing the form agrees and understands they will not disclose any private or privileged information received in the course of service to the House.

#### H.7 HC.8.009 DATA OWNERSHIP/TRANSFER/ACCESS

JUNE 2001

The Contractor acknowledges that the House shall own, and maintain, all proprietary rights to custom developed: data, interviews, studies, source/program code, all associated work papers, system documentation and/or media related to a House-financed custom software development or requirements analysis effort and or in-house House developed software. The Contractor further agrees not to disclose or use the aforementioned in any way. Notwithstanding the other provisions of this Contract, the Contractor will be free to use for itself and for others in any manner the general knowledge, skill, or experience acquired by the Contractor in the course of performing its obligations under this contract, including using that knowledge for any present or future customer or other business partner.

Solicitation	Document No.	Document Title	Page 18 of 29
	OPR03000682	LIMS Port	

#### SECTION I -- CONTRACT CLAUSES

#### I.1 HC.9.001 AUTHORIZED CHANGES ONLY BY THE CONTRACTING MAY 2001 **OFFICER**

- a. Except as specified in paragraph (b) herein, no order, statement or conduct of House personnel who visit the Contractor's facilities, or in any other manner communicate with Contractor personnel during the performance of this contract, shall constitute a change under this contract.
- b. The Contractor shall not comply with any order, direction or request of House personnel, unless issued in writing and signed by the CO, subject to the policy direction and oversight of the Committee on House Administration, or made pursuant to specific authority otherwise included in this contract.
- c. The CO is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, said authority remains solely with the CO. In the event the Contractor effects any change(s) at the direction of any person other than the CO, that change shall be considered to have been made without authority and no adjustment in price shall be made in the contract to cover any increase in charges incurred as a result thereof.

#### I 2 HC.9.002 **OBSERVANCE OF LAWS**

MAY 2001

- a. In connection with the performance of work under this contract, the Contractor agrees not to discriminate on the basis of race, religion, color, sex, national origin or disability.
- b. The Contractor shall comply with all applicable laws of the United States with respect to the conduct of its employees and operations.

#### I.3 HC.9.003 **DISPUTES**

MAY 2001

Any dispute shall be decided by the CO, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. Within thirty (30) calendar days from the receipt of such copy, the Contractor may appeal in writing by mail to the Committee on House Administration (CHA). The CHA's decision shall be final. The Contractor may appeal the CO's decision to the Committee on House Administration only for violations by the CO for failure in following procedural guidelines within 30 calendar days of the CO's final decision. If no such appeal is taken, the decision of the CO shall be final and conclusive. In connection with any proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute, the Contractor shall proceed diligently with the performance of the contract and in accordance with the CO's decision.

#### I.4 **AVAILABILITY OF FUNDS** HC.9.004

MAY 2001

The House's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the House for any payment may arise until funds are made available to the Contracting Officer for this contract.

#### I.5 HC.9.006 RELEASE OF CLAIMS

Solicitation	Document No.	Document Title	Page 19 of 29
	OPR03000682	LIMS Port	

After completion of work, and prior to final payment, the Contractor shall furnish to the CO, a release of claims against the United States arising out of the contract, other than claims specifically excepted from the operation of the release.

## I.6 HC.9.007 ORDER OF PRECEDENCE

**MARCH 2002** 

In the event of an inconsistency between provisions of this contract, the inconsistency shall be resolved by giving precedence in the following order: (a) contract statement of work; (b) other provisions of this contract, whether incorporated by reference or otherwise.

Solicitation	Document No.	Document Title	Page 20 of 29
	OPR03000682	LIMS Port	

### SECTION K -- REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

#### K.1 HC.11.001 GENERAL REQUIREMENTS

**JULY 2001** 

Offerors shall be individuals, partnerships, or corporations regularly engaged in the business covered by the specifications and possessed of satisfactory financial resources and technical ability, and of equipment and organization to insure satisfactory completion of the contract, and who have established a satisfactory record in the past. Offerors shall, if requested by the CO, furnish promptly any information, which the CO may consider necessary to establish their competency for the work.

The offeror certifies by submission of this proposal and resultant contract that the offeror has not publicly or privately colluded with any other offeror to fix prices or conditions of this contract.

#### K.2 HC.11.002 FINANCIAL INFORMATION

**JULY 2001** 

The offeror shall furnish company financial data for the last five (5) years at a minimum. To comply with this requirement, the offeror shall furnish copies of financial statements or Annual Reports published.

#### K.3 HC.11.004 COMPANY BACKGROUND

JULY 2001

All offerors will be required to submit proposals to include the following information concerning the company background:

- a. Legal name of the company.
- b. Organizational diagram and biographies for corporate officers.
- c. Detailed business history.
- d. Mission statement to include the scope of quality service, customer care and philosophy in dealing with the House as a potential client.
- e. Equal opportunity policy and compliance with House standards.
- f. Current staffing document.
- g. Disclose any lawsuits in which the Company is a named defendant within the last five (5) years and status of each such case.
- h. Key point of contact (POC) list and telephone number.

#### K.4 HC.11.006 QUALITY INFORMATION

**JULY 2001** 

**Quality Policy** 

- a. Total quality management process, if any
- b. Quality reporting to client
- c. Customer satisfaction guarantees and assurances

Solicitation	Document No.	Document Title	Page 21 of 29
	OPR03000682	LIMS Port	

#### K.5 HC.11.007 ELIGIBILITY FOR AWARD

**JULY 2001** 

The offeror certifies that it is eligible for award of a contract resulting from this solicitation and that it has not been barred, suspended or otherwise rendered ineligible for award of a federal government contract, nor has the offeror within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and, is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in this provision.

### K.6 HC.11.009 PERIOD FOR ACCEPTANCE OF PROPOSAL

**JULY 2001** 

In the event the offeror receives award of this contract, the award shall be based on the prices set forth in the offeror's proposal provided that the House makes the award of the contract within **90** calendar days after receipt of the offer.

Solicitation	Document No.	Document Title	Page 22 of 29
	OPR03000682	LIMS Port	

#### SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

#### L.1 HC.12.002 CONTENT OF PROPOSALS

OCTOBER 2001

The Offeror shall submit ten (10) copies, one (1) original, and one (1) electronic version in MS Word format of their proposal in response to this RFP by Thursday, August 7, 2003, at 2:00 PM EDT. The original shall be so marked, and the copies shall be numbered. Proposal packages shall be sealed in a suitable container, and all containers shall clearly identify firm name and address and RFP Number. All written communications should clearly indicate the RFP designation of: "OPR03000682".

Schedule for the Bidding Process and the Code Porting Tests

- a. <u>Question and Answer Schedule.</u> The Offeror may submit questions in writing via email to the Contract Administrator identified above by 12:00 (noon) EDT Thursday, June 26, 2003.
- b. <u>Pre-Proposal Conference.</u> The House will host a pre-proposal conference on Wednesday, June 18, 2003. **Attendance is mandatory.** The House will distribute at this time all documents that pertain to work done on the LIMS system (Stage 1 and 2 deliverables). In addition, the House will distribute the source code, tables, and associated JCL that will be ported in the implementation phase. Each attendee will be required to sign an Affirmation of Non-Disclosure (see Appendices) prior to receipt of this information. The House will provide a detailed walk through of the RFP and will host a question and answer session.

Due to security requirements, the Offeror will only be permitted three (3) attendees for the pre-proposal conference. Attendees must be registered with the Contract Administrator in the Office of the Clerk by 12:00 (noon) PM EDT, Friday, June 13, 2003. Register via phone at (202) 225-7000 or by e-mail: <a href="mailto:vanne@mail.house.gov">vanne@mail.house.gov</a>.

c. <u>Code Porting Tests</u>. As part of the bidding process, all bidders will be required to perform two (2) code porting tests. Because a target platform has not yet been determined, the code porting test must be performed on both a UNIX (HP-UX) platform and a Windows based platform (Windows 2003). All bidders must port some Natural source code, several ADABAS tables, and some JCL to both platforms. There will also be a small amount of COBOL and Assembler code to be ported. A small printed report must also be produced as part of the test. These tests will ensure the bidding vendor has the technologies and skill sets necessary to complete the LIMS port.

The House will deliver the necessary Natural, COBOL, and Assembler source code, JCL, and associated ADABAS tables necessary for the code porting tests to each vendor via FTP transmission or the Contractor can pick up the data in person on Thursday, July 10, 2003, in the Rayburn House Office Building, Room 2401 (Phone: 202-225-1182) between 10:00 AM and 2:00 PM EDT. Questions regarding the code porting tests must be submitted by 2:00 PM EDT, Wednesday, July 16, 2003 to the Contract Administrator via e-mail only: <a href="mailto:vanne@mail.house.gov">vanne@mail.house.gov</a>. Responses to each bidder's questions will be sent to the questioning bidder only via email by Tuesday, July 22, 2003.

The bidding vendor must supply the server as well as a client PC to be used when demonstrating their test results to the House. The House will provide a network printer, a network hub, and the necessary cables to connect the server, client, and the printer to the network hub. Each vendor will have to complete their work on the code porting tests and deliver all hardware and software necessary to demonstrate their tests no later than Thursday, August 7, 2003, at 2:00 PM EDT to the Rayburn House Office Building, Room 2401 (Phone: 202-225-1182). The vendor will also provide a copy of all the ported source code which will be delivered in a sealed envelope when the vendor's equipment is delivered to the House for the tests. The House will retain the copy of the source code.

The code porting tests demonstration schedule will be determined by the sequence of the bidder's request for the test data. Each bidder must notify the Contract Administrator listed on page 14 of this RFP if they want to receive the test data and the method by which they wish to receive the data (FTP or in person). Each vendor will demonstrate the results of their code porting tests at the predetermined appointment time during the week of August 11, 2003. Each vendor will be allocated a maximum of three (3) hours to demonstrate their test results. Each vendor may arrive no earlier than one hour before the appointment time to move and setup their equipment. The actual demonstrations will be conducted in the Cannon House Office Building, Room B-106.

This portion of the proposal is very important and will count as 40% of the evaluation process towards the award of the contract. If a bidding Contractor is unwilling or unable to provide the code porting tests, they will not be eligible for award.

Solicitation	Document No.	Document Title	Page 23 of 29
	OPR03000682	LIMS Port	

The following schedule applies to submission of quotes and the code porting tests for this RFP:

Pre-Proposal Conference June 18, 2003
Submission of Questions\* June 26, 2003
Code Porting Test Data Distributed \*\* July 10, 2003
Questions Related to the Code Porting Tests Due July 16, 2003
Written Request for Proposal (RFP) and Code Porting Tests Due August 7, 2003

Vendor Demonstrations of Code Porting Tests August 11, 2003 - August 15, 2003

Estimated Contract Award Date September 2003

#### Organization of Proposal

Each proposal shall be divided into two separate binders and be sufficiently complete and organized to ensure that evaluation can be made on the basis of its content. It is important that the proposal be organized as specified since the score sheet used during the evaluation will parallel the order specified in the solicitation. Both binders, properly identified, may be in the same package. Offerors are reminded to avoid excessively lengthy or overly extravagant proposals. The page limitation for Binder II, Technical Proposal, is 85 8-1/2"x11" pages (minus the cover page and personnel resumes). The typeface used must not be smaller than 12 point type. Proposals that do not address all the elements and requirements and in the order contained herein shall be disqualified from further consideration.

Offerors responding to this RFP shall be evaluated on and therefore shall provide the following along with their GSA Schedule (if applicable):

#### Binder I - Administrative and Price Proposal

Binder I shall be divided into the following distinct and marked parts:

"Section A of RFP." The Offeror shall insert Section A of this solicitation with all required/applicable blocks completed.

"Section B Price Schedules." Offeror shall complete Section B and provide a proposed price, which will address all requirements as well as others the Offeror may wish to offer.

The Offeror's price proposals shall be provided in this section for the four (4) Tasks. All tasks are to be quoted at a Firm Fixed Price (FFP). Although Tasks 3-4 are options to be exercised at the discretion of the House, the House requests a firm fixed price quote for these Tasks for budgetary purposes. The offeror is requested to list all price assumptions.

#### Binder II - Technical Proposal (85 pages--minus the cover page and personnel resumes)

Binder II shall be divided into the following distinct and marked parts:

- . Proposed Project Plans
- . Proposed Management Approach to the Statement of Work Requirements
- . Corporate Capabilities and Past Performance
- . Section K Response
- . Code Porting Tests Methodology

#### Proposed Project Plan

To support the reasonableness of the Offeror's cost proposals, Offerors shall include associated labor categories and rates by all identified personnel for each Task (see sample staffing table in the appendix as a guide for describing personnel). The detailed plans shall address the Statement of Work requirements. The Project Plan Section shall also include:

<sup>\*</sup>Questions must be submitted in writing to the Contract Administrator listed on Page 14 of this RFP, by e-mail, by 12:00 (noon) PM EDT.

<sup>\*\*</sup> Vendor may select to have source data sent to them via FTP or choose to pick up source data in person.

Solicitation	Document No.	Document Title	Page 24 of 29
	OPR03000682	LIMS Port	

- . Performance metrics
- . Methodologies and standards to be employed
- . Reporting formats
- . Schedules in Microsoft Project 98 format
- . Management and control methodologies

Proposed Management Approach to the Statement of Work Requirements

#### The approach shall include:

- . Demonstrated methodology for performing the Tasks contained in the Statement of Work
- . Method for developing and managing preparation/review of deliverable products
- . Process for assuring the quality of content in deliverable products

The Contractor shall include a project management approach to track the delivery of products and services related to this contract and to work with the COR and staff. This includes:

- . Ensuring proper planning for work breakdown and schedules
- . Establishing realistic budgets that reflects actual progress for each Task
- . Reporting performance of work on an accurate and objective basis and to identify any problems or issues as early as possible
- . Maintaining a good working relationship with the COR and House staff

The Offeror shall include a proposed staffing approach that addresses the management and timing of staffing decisions for assigning people to the project and removing them from the project. The staffing approach must be definitive enough to provide the House with a clear understanding of how the Offeror intends to staff this contract (with Key and non-Key personnel) to successfully meet all the requirements of the statement of work.

#### Corporate Capabilities and Past Performance

This section shall contain the Offeror's corporate capabilities and past experience (in performing similar services). The Contractor shall provide a general description of the company and its structure, including overall corporate capabilities and product offerings. The Contractor shall provide applicable corporate and/or Federal government support experience performing system migration or porting projects including similar projects for the House of Representatives. Project descriptions shall be no more than 3 pages in length, and shall address each of the above noted applicable corporate experience areas, and shall be provided for 3 prior and 3 current projects. Project Descriptions shall include:

- . Name and Address of Agency
- . Contact name, title and current phone number
- . Period of performance
- . Description of Project including list of deliverables
- . Kev personnel involved
- . Cost of project (original, final and explanation of differences)
- . Number of System Active Users

The Offeror shall provide a staffing table, which lists the personnel assigned, by skill category, and an estimated number of hours by ALL labor categories required to perform each Task in Section C.

If the Offeror's solution includes subcontracting arrangements, the Offeror shall identify the subcontractors, including their qualifications and past performance. The Offeror shall also include a project management structure, identifying the subcontractor's role in the proposed solution.

The Offeror shall submit Personnel Resumes (2 pages per person maximum) for Key personnel and non-key personnel who shall be assigned to this project.

The Offeror shall provide their Dun and Bradstreet number to evaluate financial stability.

Solicitation	Document No.	Document Title	Page 25 of 29
	OPR03000682	LIMS Port	_

Each proposal shall be sufficiently complete and organized to ensure that evaluation can be made on the basis of its content. It is important that the proposal be organized as specified since the score sheet used during the evaluation will parallel the order specified in the solicitation. Offerors are reminded to avoid excessively lengthy or overly extravagant proposals. Proposals that do not address all of the elements and requirements, in the order contained herein, shall be disqualified from further consideration.

#### Code Porting Tests

This portion of the proposal will be evaluated during a demonstration phase of the process; however, the written proposal must include a brief section documenting the methodology used for the code porting tests. In addition, any tools used to automate the porting of system components must be identified and briefly documented here. The vendor will also provide a copy of all the ported source code which will be delivered in a sealed envelope when the vendor's equipment is delivered to the House for the tests. The House will retain the copy of the source code.

All bidders must convert some Natural (version 2.2.8) programming source code to the most current version of Natural applicable to the port. There will also be a small amount of COBOL and Assembler source code to port. The current ADABAS tables (version 6.2.1) associated with the source code must be ported to the most current version of ADABAS applicable to the port. JCL needed to initiate batch processing must be ported to an appropriate alternate method of processing. Printed output will be included in the code porting tests and must be accurately produced.

The House will provide the vendor with the necessary Natural, COBOL, and Assembler source code, JCL, and associated ADABAS tables to be ported for the code porting tests. The bidding vendor will supply the necessary hardware and software necessary to complete the demonstrations.

#### The code porting tests must:

- . Include the documented methodology used by the vendor and a description of the tools used to port the source code, tables and associated JCL. The methodology will describe what percentage of the source code, tables and associated JCL was automatically ported versus what percentage had to be completed manually.
- . Successfully port multi-tiered, menu based Natural programs that use 3270 terminal emulation to the test platforms that will use a modern PC based user interface.
- . Successfully convert all associated JCL.
- . Successfully port the furnished ADABAS tables to the most current ADABAS version applicable to the port.
- Provide complete and accurate updating to the ported ADABAS tables.
- . Produce complete and accurate results in the form of printed output.
- Provide a user interface (web-based, 3270 emulation, or other) that provides functionality equivalent to the current interface.

All code porting test systems will be demonstrated by the bidding vendor. House personnel will participate in the demonstrations by using the test systems. All results of the tests will be evaluated and completely verified by House personnel as part of the vendor selection process.

#### L.2 HC.12.003 SUBMISSIONS

**JULY 2001** 

#### L.2 Instructions for Submitting Proposals

Due to security requirements of the current mail delivery process, Offerors will be afforded two options for delivering proposals. The House preference is for hand delivered proposals, however, if the Offeror so chooses, proposals may be sent via e-mail. Offerors shall submit proposals prepared in such format and detail as to enable the House to make a thorough evaluation thereof, and to arrive at a sound determination as to whether or not the Offeror can meet the House's requirements.

#### L.2.1 Instructions for Delivery

Hand carried proposals shall be delivered to the Office of the Clerk (sealed offers only). Hand carried offers must be delivered and contact must be made by the date and time shown on Section A. All proposals, however delivered, must be complete and timely. Vendors are reminded that courier, overnight, and express mailings are subject to x-ray by Capitol Police and may delay arrival by as much as six hours. Delays caused by such security screening will not be considered the fault of the House.

Solicitation	Document No.	Document Title	Page 26 of 29
	OPR03000682	LIMS Port	

When delivering hard-copy proposals, the Offeror shall submit ten (10) copies, one (1) original, and one electronic version in MS Word format of the proposal prepared in such format and detail as to enable the House to make a thorough evaluation thereof, and to arrive at a sound determination as to whether or not the offeror can meet the House's requirements. The Original shall be so marked, and the copies shall be numbered. Proposal packages shall be sealed in a suitable container, and all containers shall clearly identify firm name and address and RFP Number. Proposals shall be submitted to the address shown on Section A. Facsimile proposals will NOT be accepted.

While the House and Office of the Clerk prefers that proposals be hand delivered, the Offeror may elect to forward the proposal via electronic mail to the Office of the Clerk point of contact, V'Anne Tugbang.

#### L.2.2 Late Submissions and Revisions

The following guidelines provide the basis for acceptance of late submissions and revisions:

- Any proposal or revision to a proposal received by the CO after the exact time specified for receipt will not be considered.
- A revision resulting from the CO's request for "best and final" offer received after the time and date specified in the request will not be considered, unless received before the award and late receipt is due solely to mishandling by the House.
- The only acceptable evidence to establish the date of mailing of a late proposal or revision sent by either the U.S. Postal Service Registered or Certified Mail is the U.S. postmark both on the envelope or wrapper and on the original receipt from the U.S. Postal Service.
- The only acceptable evidence to establish the time of receipt by the CO is the time/date stamp on the proposal wrapper or other documentary evidence of receipt maintained by the CO.
- Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." An Offeror may withdraw proposals in person by an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

# L.3 HC.12.007 ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS

**JULY 2001** 

Offerors shall acknowledge receipt of any amendments to this solicitation requiring bi-lateral signature;

- (1) by signing and returning the amendment,
- (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer; or
- (3) by letter or telegram if authorized, the Contracting Officer must receive the acknowledgment by the time specified for receipt of offers.

#### L.4 HC.12.009 RESTRICTION ON DISCLOSURE AND USE OF DATA J

**JULY 2001** 

Offerors or quoters who include in their proposals or quotations data that they do not want disclosed to the public for any purpose or used by the House except for evaluation purposes, shall:

(1) Mark the title page with the following legend:

"This proposal or quotation includes data that shall not be disclosed outside the House and shall not be duplicated, used, or disclosed-in whole or in part--for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror or quoter as a result of--or in connection with--the submission of this data, the House shall have the right to duplicate, use, or disclose the data, including cost and pricing data, to the extent provided in the resulting contract. This restriction does not limit the House's

Solicitation	Document No.	Document Title	Page 27 of 29
	OPR03000682	LIMS Port	

right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets numbered [insert number(s)]," and

(2) Mark each sheet of data to be restricted with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation."

Solicitation	Document No.	Document Title	Page 28 of 29
	OPR03000682	LIMS Port	

#### SECTION M -- EVALUATION FACTORS FOR AWARD

#### M.1 HC.13.001 EVALUATION FACTORS FOR AWARD

**JULY 2001** 

Proposals will be evaluated by applying the criteria stated below. The first and second criteria are mandatory in that if the Contracting Officer deems a Contractor not independent of the House of Representatives or the Contractor cannot commit to meet the required due dates, the firm is not eligible for award.

A contract will be awarded to the one Contractor whose proposal is the most advantageous to the House. Technical quality is more important than cost or price. As proposals become more equal in their technical merit, the evaluated cost or price becomes more important.

#### PART A

1. Independence of the Contractor to Perform the Work.

# IF THE CONTRACTOR IS DEEMED NOT INDEPENDENT WITH RESPECT TO THE HOUSE OF REPRESENTATIVES (LACKING OBJECTIVITY) BY THE CO, THE FIRM WILL NOT BE ELIGIBLE FOR AWARD.

The Contractor must disclose in their proposal for this engagement all contracts, ongoing and completed during the past three years, with the U.S. House of Representatives. The Contractor should provide information concerning specific work performed for those contracts that may impact on, or are closely related to, the areas covered under this statement of work to make a determination of conflict of interest.

2. Commitment to Meet the House Needs Within Established Timeframes.

## IF THE CONTRACTOR CANNOT COMMIT TO MEET THE REQUIRED DUE DATES, THE FIRM WILL NOT BE ELIGIBLE FOR AWARD.

#### PART B

- 1. Proposed Project Plan and Proposed Management Approach to the Statement of Work as defined in section L.1 will count 30% towards the evaluation process.
- 2. Corporate Capabilities and Past Experience as defined in section L.1 will count 30% towards the evaluation process.
- 3. The Code Porting Tests including the written methodology as defined in Section L.1 will count 40% towards the evaluation process.

#### PART C

#### COST AND PRICE

The proposal is presumed to represent the Offeror's best efforts to respond to the Solicitation. Any inconsistency, whether real or apparent between promised performance and cost or price, must be explained in the proposal. For example, if unique and new approaches are the basis for an abnormally low estimate, the nature of these approaches and their impact on cost must be explained. Any significant inconsistency, if unexplained, raises a fundamental issue of the Offeror's understanding of the nature and scope of the work required. It also may reflect on the Offeror's ability to perform the contract within the financial restraints and may be cause for rejection of the proposal. The burden of proof as to cost credibility rests with the Offeror.

- 1. Risk Assessment. Cost or price proposals will be evaluated to identify and assess potential risks, which may be inherent in the Offeror's approach. The estimated costs to correct any deficiencies in the Offeror's proposal will also be evaluated.
- 2. Cost Realism. Proposed cost will be evaluated not only to determine if the estimate is reasonable, realistic, cost effective and

Solicitation	Document No.	Document Title	Page 29 of 29
	OPR03000682	LIMS Port	

affordable, but also to determine the Offeror's understanding of the program.

3. Price. Evaluation factors other than price, when combined, are significantly more important than price. Although Price is not a weighted factor, its importance cannot be ignored; the importance of price in selection will increase as the quality difference between proposals decreases.

#### M.2 HC.13.002 CONTRACT AWARD

JULY 2001

- a. The House intends to award one contract resulting from this solicitation to the responsible offeror whose offer conforms to this solicitation, taking into account the factors contained in M.1 "Evaluation Factors for Award".
- b. The House may:
- (1) reject any or all offers, if such action is in its interest,
- (2) waive informalities and minor irregularities in offers received.
- c. The House intends to evaluate proposals and to award one contract without discussion. Therefore, each initial offer should contain the offeror's best terms. However, the CO reserves the right to conduct discussions if they are later determined to be necessary.

## Section J – Attachments

Appendix A: Affirmation of Non Disclosure Form – 1 page

Appendix B: Sample Staffing Plan - 1 page

Appendix C: Delivery Instructions from United States Capitol Police – 1 page

Appendix D: LIMS Chart - 1 page

## Affirmation of Non-Disclosure

This statement should be signed by employees whose positions are created by the Committee on House Administration under the House Employees Position Classification Act that have access to electronic communications services. This statement should also be signed by personnel contracted to provide electronic communication or consulting services with or to the House at large. This affirmation must be signed prior to commencement of work by such employees. Copies of the executed oath shall be retained by the employing authority as part of the records of the House.

I do solemnly swear (or affirm) that I will not disclose any information relating to private or privileged electronic/verbal/written communications received in the course of my service with or to the U.S. House of Representatives, except as authorized by the Committee on House Administration or in accordance with the Rules of the House of Representatives.

Contractor Personnel Name	Title	
Signature	Date	
Company Name:		
Contract Number:		
Program Manager:		

Place two copies of the acknowledged forms in a sealed envelope with the following words marked on the outside of an envelope "Affirmation of Non-Disclosure Forms" and mail or deliver to the Contracting Officer's Representative. In addition, ensure that the front of the envelope contains the following information:

DATE, CONTRACT NUMBER, COMPANY NAME, and POINT OF CONTACT

# Appendix B: Sample Staffing Plan

SAMPLE PROJECT STAFFING TABLE - For guidance purposes only

Name	Proposed Position And Labor Category	Proposed Labor Rate	Position Description	Key Non/ Key
Name #1	Project Manager	\$100/hr	Overall responsibility of project 6 years PM experience required, etc.	Key
Name #2	Senior Software Engineer	\$150/hr	Designs major NT systems, 10 years min. experience, etc.	Key
Name #3	Systems Analyst	\$80/hr	Evaluates system processes, 5 years min. experience, etc.	Non
Name #4	Technical Writer	\$75/hr	Writes technical manuals, 6 years min. experience, etc.	Key

## UNITED STATES CAPITOL POLICE

WASHINGTON, DC 20510 - 7218

# <u>Delivery instructions for items sent by national overnight shipper (e.g. FEDEX, UPS, Airborne, and DHL)</u>

All packages must have the recipient's phone number on the shipper's label entered as (202) 226-3440, and the following information on the shipping label or recorded next to the label:

U.S. House of Representatives' Purchase Order/Contract Number: (insert number, mandatory)
Deliver to: (Ultimate recipient's name, office, building, room number, and telephone number, if known).

#### Delivery instructions for items sent by local shippers:

Effective Monday, June 10, 2002, <u>All</u> delivery vehicles en route to the U.S. Capitol Complex, <u>to include the House Office Buildings</u>, will be required to proceed to the U.S. Capitol Police Off-Site Delivery Center for inspection prior to making any deliveries.

All delivery vehicles will be required to report to the Off-Site Delivery Center of the U.S. Capitol Police, located at 40 P Street, S.E., for inspection before proceeding to the Capitol Building via the North Barricade on Constitution Avenue, N.E., the loading dock of the Senate Office Building located on D Street, N.E., the loading dock of the Ford House Office Building on Virginia Avenue, S.W., or the Delaware Avenue, S.W. access point for the Rayburn, Longworth, and Cannon House Office Buildings' loading docks.

No deliveries will be accepted unless the vehicles have been processed at the Off-Site Delivery Center. The hours of the Off-Site Delivery Center are 5:00 a.m. to 2:00 p.m., Monday through Friday.

In order to gain access to the loading docks of the Capitol and the House and Senate Office Buildings, you are required to have a letter on file with the United States Capitol Police. The letter must be on company letterhead stationery accompanied by the signature of the owner, president, or manager. Requests for access must be renewed three (3) times per year, April 30, August 31, and December 31, and should contain the following information:

- 1. Name of Company
- Name of Drivers/Employees Requiring Access
- 3. Social Security Number for Each Driver/Employee
- 4. Date of Birth for Each Driver/Employee
- Building(s) to be Accessed
- 6. Company Contact Person and Phone Number

The above information must be provided to:

United States Capitol Police Operations Division 119 D Street, N.E. Washington, D.C. 20510-7218 FAX: 202-224-4505

Any questions can be directed to the Operations Division of the United States Capitol Police at 202-224-0908.

# LEGISLATIVE INFORMATION MANAGEMENT SYSTEM

